

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
02-CA-276995Date Filed
5-7-21**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Hachette Book Group		b. Tel. No. (212) 364-1460
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 1290 Avenue of the Americas NY NY 10104	e. Employer Representative	
	g. e-Mail	
	h. Number of workers employed 20	
i. Type of Establishment (factory, mine, wholesaler, etc.) Printing & Publishing	j. Identify principal product or service Books	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 1 of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

--See additional page--

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

(b) (6), (b) (7)(C)

Title:

4a. Address (Street and number, city, state, and ZIP code)

(b) (6), (b) (7)(C)

4b. Tel. No.
(b) (6), (b) (7)(C)

4c. Cell No.

4d. Fax No.

4e. e-Mail
(b) (6), (b) (7)(C)**5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)****6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By



Karen Kithan Yau

Title:

(signature of representative or person making charge)

(Print/type name and title or office, if any)

Tel. No.
(212) 705-8730Office, if any, Cell No.
(347) 661-7490

Fax No.

e-Mail
karen@kakaleclaw.com195 Montague Street 14 Floor
Address Brooklyn NY 1120105/07/2021 12:21:58 PM
(date)**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)****PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

Basis of the Charge

8(a)(1)

Within the previous six months, the Employer discharged an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages and/or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee discharged	Approximate date of discharge
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C) 2021

8(a)(1)

Within the previous six months, the Employer disciplined or retaliated against an employee(s) because the employee(s) engaged in protected concerted activities by, inter alia, discussing wages, hours, or other terms and conditions of employment and in order to discourage employees from engaging in protected concerted activities.

Name of employee disciplined/retaliated against	Type of discipline/retaliation	Approximate date of discipline/retaliation
(b) (6), (b) (7)(C)	Termination of Employment	(b) (6), (b) (7)(C) 2021

8(a)(1)

Within the previous six-months, the Employer has interfered with, restrained, and coerced its employees in the exercise of rights protected by Section 7 of the Act by maintaining work rules that prohibit employees from discussing wages, hours, or other terms or conditions of employment.



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 02
26 Federal Plz Ste 3614
New York, NY 10278-3699

Agency Website: www.nlr.gov
Telephone: (212)264-0300
Fax: (212)264-2450

January 25, 2022

Lyle S. Zuckerman, Esq.
Davis Wright Tremaine LLP
1251 Avenue of the Americas
21st Floor
New York, NY 10022
[lylezuckerman@dwt.com]

Re: Hachette Book Group
Case No. 02-CA-276995

Dear Mr. Zuckerman:

This is to advise that I have approved the withdrawal of the allegations of the charge that the above-named Employer (i) discharged (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in concerted, protected activity and (ii) disciplined (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) engaged in concerted, protected activity.

The remaining allegation, that the Employer violated Section 8(a)(1) of the Act by maintaining unlawful work rules, is being retained for further processing.

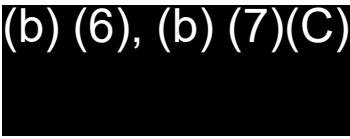
Very truly yours,

A handwritten signature in cursive script, reading "John J. Walsh, Jr.", is positioned above the typed name.

John J. Walsh, Jr.
Regional Director

cc: Hachette Book Group
Attn.: Andrea Weinzimer,
Sr. V.P. of Human Resources
1290 Avenue of the Americas
New York, NY 10104
[andrea.weinzimer@hbgusa.com]

(b) (6), (b) (7)(C)



Karen Kithan Yau, Esq.
Kakalec Law PLLC
195 Montague Street 14th Floor
Brooklyn, NY 11201
[karen@kakaleclaw.com]

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Hachette Book Group, Inc.

Case 02-CA-276995

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE - After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them where other federal notices are generally posted at the Charged Party's facility at 1290 Avenue of the Americas, New York, N.Y. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business re-opens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE - Before April 30, 2022, the Charged Party will e-mail a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all employees with whom the Employer usually communicates by electronic mail or videoconference. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 02 of the National Labor Relations Board in Case 02-CA-276995." If the Employer's place of business is currently closed due to the Coronavirus pandemic, the Employer will e-mail the copy of the Notice to its employees described above when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

COMPLIANCE WITH NOTICE - The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT - This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to

Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT- If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY - Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices, and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes LSZ
Initials



No _____
Initials

PERFORMANCE- Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director or, if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue complaint in the instant case alleging that the Charged Party maintained an unlawful work rule and unlawfully applied a facially lawful work rule (Complaint). Thereafter, the General Counsel may file a Motion for Default Judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that all of the allegations of the Complaint will be deemed admitted and that it will have waived its right to file an Answer to such Complaint. The only issue that the Charged Party may raise before the Board will be whether it defaulted on the terms of this Settlement

Agreement. The General Counsel may seek, and the Board may impose, a full remedy for each unfair labor practice identified in the Notice to Employees. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an Order providing a full remedy for the violations found as appropriate to remedy such violations. The Charged Party understands that in case it does not comply with the terms of this agreement, the General Counsel will seek a full remedy for the allegations in the complaint and the appropriate remedies are in no way limited by the negotiated remedy set forth in the Notice to Employees. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE - Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Hachette Book Group, Inc. <i>Min Lee</i> 4/18/22	Charging Party (b) (6), (b) (7)(C) 4/20/22
By: Name and Title Date Min Lee, General Counsel Print Name and Title below	By: [Redacted] Date  Print Name and Title below Karen Yau, Counsel FOR CHARGING PARTY OF COUNSEL, KAKALEC LAW 195 MONTAGUE STREET, 14TH FL BROOKLYN, NY 11201
Recommended By: Date /s/ Jamie Rucker 6/1/22	Approved By: Date  6/1/2022
J Counsel for the General Counsel Acting	JOHN J. WADSWORTH, JR. Christen M. Ritter Regional Director, Region 2 Acting

SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT discipline you for speaking with co-workers about performance counseling you received from supervisors or otherwise discussing terms and conditions of employment, as protected by the National Labor Relations Act.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL revise the Confidential and Proprietary Company Information policy in our Standards of Business Conduct manual to clarify that it does not prohibit employees from discussing discipline, wages, hours, or other working conditions, as protected by the National Labor Relations Act, **WE WILL** notify employees that such policy has been revised, and **WE WILL NOT** maintain any such policy that interferes with your right to discuss discipline, wages, hours, and other terms and conditions of employment, as protected by the National Labor Relations Act.

WE WILL notify employees that our Social Media Policy does not prohibit employees from discussing discipline, wages, hours, or other working conditions, as protected by the National Labor Relations Act.

Hachette Book Group, Inc.

(Employer)

Dated: 4/18/22

By: Min Lee

General Counsel

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB

26 Federal Plaza, Suite
3614 New York, NY
10278-3699

Telephone: (212) 264-0300

Hours of Operation: 8:45 a.m. to 5:15 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nlrb.gov.